

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:  PIERRE R PAUL,  Debtor,  GLOBAL LENDING SERVICES LLC,  Movant,  v.  PIERRE R PAUL, and KENNETH E. WEST, Trustee, Respondents.	Bankruptcy No. 20-14528-mdc  Chapter 13  Document No.
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, comes Movant, Global Lending Services LLC (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Motion for Relief from the Automatic Stay (the “Motion”), representing as follows:

THE PARTIES

1. Respondent, Pierre R Paul, (“Debtor”), is an adult individual with a place of residence located at 7517 Mayland Street, Philadelphia, PA 19138.
2. Kenneth E. West, is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

JURISDICTION AND VENUE

3. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Movant seeks relief pursuant to 11 U.S.C. § 362(d) and FRBP 4001 and 9014.

## FACTUAL BACKGROUND

4. On or about November 23, 2020, the Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code.

5. On or about July 6, 2019, the Debtor purchased a 2016 Nissan Maxima Sedan 4D, VIN# 1N4AA6AP0GC449550 (the “Vehicle”), pursuant to a Retail Installment Contract (the “Contract”) with the Movant, a true and correct copy of which is attached hereto as **Exhibit A**.

6. Movant has a secured interest in the 2016 Nissan Maxima Sedan 4D, VIN# 1N4AA6AP0GC449550, as evidenced by the Certificate of Title attached hereto as **Exhibit B**.

7. The Contract requires monthly payments of \$616.38, which amounts are due on or before the 18th of each month.

8. As of the date of this Motion, the Debtor is in default of their payment obligations to Movant in the amount of \$16,894.96. The Debtor is due for the April 2021 payment.

9. The Debtor’s Chapter 13 Plan states that payments to Movant will be made outside the Plan.

10. The gross balance due on the Contract is \$34,333.89.

11. The N.A.D.A value for the 2016 Nissan Maxima Sedan 4D, VIN# 1N4AA6AP0GC449550 is \$14,650.00. A true and correct copy of a printout showing that value is attached hereto as **Exhibit C**. Therefore, there is no equity in the collateral, the Debtor is still responsible for making monthly payments to Movant.

12. Movant is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because the Debtor has failed to make post-petition payments to Movant. 11 U.S.C. §362(d)(1).

WHEREFORE, Movant, Global Lending Services LLC, respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d), granting Movant relief from stay with respect to the 2016 Nissan Maxima Sedan 4D, VIN# 1N4AA6AP0GC449550.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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Dated: August 18, 2023